CRAVATH, SWAINE & MOORE LLP

WORLDWIDE PLAZA
825 EIGHTH AVENUE
NEW YORK, NY 10019-7475

TELEPHONE: +1-212-474-1000
FACSIMILE: +1-212-474-3700

CITYPOINT
ONE ROPEMAKER STREET
LONDON EC2Y 9HR
TELEPHONE: +44-20-7453-1000
FACSIMILE: +44-20-7860-1150

WRITER'S DIRECT DIAL NUMBER
+1-212-474-1058

WRITER'S EMAIL ADDRESS
pbarbur@cravath.com

JOHN W. WHITE
EVAN R. CHESLER
RICHARD W. CLARY
STEPHEN L. GORDON
ROBERT H. BARON
DAVID MERCADO
CHRISTINE A. VARNEY
PETER T. BARBUR
THOMAS G. RAFFERTY
MICHAEL S. GOLDMAN
RICHARD HALL
JULIE A. NORTH
ANDREW W. NEEDHAM
STEPHEN L. BURNS
KATHERINE B. FORREST
KEITH R. HUMMEL
DAVID J. KAPPOS
DANIEL SLIFKIN
ROBERT I. TOWNSEND, III
WILLIAM J. WHELAN, III
PHILIP J. BOECKMAN
WILLIAM V. FOGG
FAIZA J. SAEED
RICHARD J. STARK

THOMAS E. DUNN
MARK I. GREENE
DAVID R. MARRIOTT
MICHAEL A. PASKIN
ANDREW J. PITTS
MICHAEL T. REYNOLDS
ANTONY L. RYAN
GEORGE E. ZOBITZ
GEORGE A. STEPHANAKIS
DARIN P. MCATEE
GARY A. BORNSTEIN
TIMOTHY G. CAMERON
KARIN A. DEMASI
DAVID S. FINKELSTEIN
DAVID GREENWALD
RACHEL G. SKAISTIS
PAUL H. ZUMBRO
ERIC W. HILFERS
GEORGE F. SCHOEN
ERIK R. TAVZEL
CRAIG F. ARCELLA
DAMIEN R. ZOUBEK
LAUREN ANGELILLI
TATIANA LAPUSHCHIK

ALYSSA K. CAPLES
JENNIFER S. CONWAY
MINH VAN NGO
KEVIN J. ORSINI
MATTHEW MORREALE
JOHN D. BURETTA
J. WESLEY EARNHARDT
YONATAN EVEN
BENJAMIN GRUENSTEIN
JOSEPH D. ZAVAGLIA
STEPHEN M. KESSING
LAUREN A. MOSKOWITZ
DAVID J. PERKINS
JOHNNY G. SKUMPIJA
J. LEONARD TETI, II
D. SCOTT BENNETT
TING S. CHEN
CHRISTOPHER K. FARGO
KENNETH C. HALCOM
DAVID M. STUART
AARON M. GRUBER
O. KEITH HALLAM, III
OMID H. NASAB
DAMARIS HERNÁNDEZ

JONATHAN J. KATZ
MARGARET SEGALL D'AMICO
RORY A. LERARIS
KARA L. MUNGOVAN
NICHOLAS A. DORSEY
ANDREW C. ELKEN
JENNY HOCHENBERG
VANESSA A. LAVELY
G.J. LIGELIS JR.
MICHAEL E. MARIANI
LAUREN R. KENNEDY
SASHA ROSENTHAL-LARREA
ALLISON M. WEIN

SPECIAL COUNSEL
SAMUEL C. BUTLER

OF COUNSEL
MICHAEL L. SCHLER

May 24, 2019

In re American Express Anti-Steering Rules Antitrust Litig. (II), No. 11-MD-2221-NGG-RER

Dear Judge Garaufis:

I write on behalf of the American Express Defendants ("Amex") in response to Plaintiffs' May 22, 2019 letter regarding the Supreme Court's decision in *Lamps Plus, Inc. v. Varela*, 139 S. Ct. 1407 (2019). The holding in *Lamps Plus*—that class arbitration cannot be compelled when the parties' intent is ambiguous—has nothing to do with this case because the parties here agree that Amex's agreements with Plaintiffs unambiguously foreclose class arbitration. Moreover, the Court in *Lamps Plus* required the parties there to proceed with individual arbitrations, which is exactly the opposite of what Plaintiffs seek here. To the extent the decision in *Lamps Plus* is relevant at all, it is because the Supreme Court again underscored that "[t]he FAA requires courts to 'enforce arbitration agreements according to their terms'"—even when they preclude class actions. *Lamps Plus*, 139 S. Ct. at 1415 (citing *Epic Sys. Corp. v. Lewis*, 138 S. Ct. 1612, 1619 (2018) (quoting *American Express Co. v. Italian Colors Restaurant*, 570 U.S. 228, 233 (2013))).

Plaintiffs' lengthy discussion of what supposedly "flows" from the *Lamps Plus* decision is unavailing. This is just a rehash, untethered from the actual facts and holding in *Lamps Plus*, of the same policy arguments Plaintiffs made in opposition to Amex's motion to compel arbitration. Amex has already fully responded to these arguments, which were—as Amex has explained—rejected by the Supreme Court in *Italian Colors*.

Respectfully submitted,

/s/ Peter T. Barbur
Peter T. Barbur

Hon. Nicholas G. Garaufis
United States District Court
Eastern District of New York
225 Cadman Plaza East
Brooklyn, NY 11201

VIA ECF

Copies to all counsel of record

VIA ECF